

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF LAKE     )

THE VILLAGE OF ROUND LAKE  
***CERTIFICATION OF DOCUMENTS***

I, Patricia C. Blauvelt, Village Clerk of the Village of Round Lake, County of Lake, State of Illinois, do hereby certify that I am the duly elected Clerk of the Village of Round Lake, and that I am the keeper and custodian of the records, files, proceedings, books, papers and reports of this Village, and that the attached is a true and correct copy of: Resolution 13-R-66, **“A RESOLUTION RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 PUBLIC EMPLOYEES DIVISION AND THE VILLAGE OF ROUND LAKE”**

Presented on the 16<sup>th</sup> day of September, 2013 and that the same was approved by the President and Board of Trustees on the 16<sup>th</sup> day of September 2013. I do further certify that the original of which the foregoing is a true and correct copy is entrusted to me as the Clerk of the Village of Round Lake for safekeeping and that the original is now on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18<sup>th</sup> day of September, 2013.

  
Patricia C. Blauvelt, Village Clerk

**Corporate Seal**

**Resolution 13-R-66**

**A Resolution Ratifying a Collective Bargaining Agreement Between The International Union of Operating Engineers, Local 150 Public Employees Division and the Village of Round Lake**

**BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Round Lake as follows:

**SECTION ONE:** The Collective Bargaining Agreement with The International Union of Operating Engineers, Local 150 Public Employees Division, attached as Exhibit A and incorporated in its entirety, is hereby approved.

**SECTION TWO:** The Mayor, Village Administrator, and Public Works Director are authorized to execute the Agreement and to take any other steps necessary to carry out this resolution.

**APPROVED:**

  
Daniel A. MacGillis, Village President

**ATTEST:**

  
Patricia C. Blauvelt, Village Clerk

PASSED: September 16, 2013

APPROVED: September 16, 2013

AYES: Trustees Clements, Frye, Newby, Simoncelli, Triphahn, Wicinski

NAYS: None

ABSENT: None

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150  
PUBLIC EMPLOYEES DIVISION**

**AND**

**VILLAGE OF ROUND LAKE**

**May 1, 2013 through April 30, 2017**

*The Union reserves the right to add to, subtract from, or modify its proposals at any time.*

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## **AGREEMENT**

This Collective Bargaining Agreement (“Agreement”) has been made and entered into by and between the Village of Round Lake, Illinois, (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees described in Article I.

## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **ARTICLE I** **UNION RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees for all persons employed full time or regular part time by the Village of Round Lake, Department of Public Works in the following classifications: Maintenance Worker II and Water/Sewer Foreman, as certified by the Illinois Labor Relations Board in No. S-RC-12-051. Excluded are any and all other employees of the Village of Round Lake, including Seasonal and/or Temporary Workers. It shall be understood that seasonal and/or temporary workers shall not be hired to



perform bargaining unit work if any bargaining unit employees are on layoff or if such employment reduces the regular number of hours worked for bargaining unit members.

## **ARTICLE II** **MANAGEMENT RIGHTS**

Subject to the express provisions of this agreement the Employer retains all of its traditional management rights. The Employer expressly reserves the right under this agreement to exercise all management rights as set forth in the Illinois Public Labor Relations Act. In addition, the Employer's management rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards, and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discharge non-probationary employees for cause (probationary employees without regard to cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

**ARTICLE III**  
**UNION RIGHTS**

**SECTION 3.1: UNION ACTIVITY DURING WORKING HOURS**

The parties acknowledge the general principle that working time is for work. The union steward shall ask for and obtain permission before leaving his job to attend meetings with management on work time to discuss discipline, grievances, or other union matters. Permission to work on union business is subject to the employer's operating needs. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.

**SECTION 3.2: TIME OFF FOR UNION ACTIVITIES**

One union steward shall be allowed time off without pay for up to forty (40) hours per year for legitimate union business subject to approval by the employer. Union business is limited to those activities related to the internal administration of the union including, for example, attending a union convention as a delegate. Employees may utilize any accumulated time off other than sick leave (holiday, floating holiday, vacation, etc.) for union business.

**SECTION 3.3: UNION BULLETIN BOARD**

The Employer shall provide space for one Union bulletin board in the public works facility. The board shall be for the sole and exclusive use of the Union. Postings shall not contain political matter involving the employer or be inflammatory in nature.

**ARTICLE IV**  
**UNION DUES/FAIR SHARE CHECKOFF**

**SECTION 4.1: DEDUCTIONS**

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, fees or PAC contribution;
- (B) Union sponsored credit and other benefit programs as authorized by the bargaining unit member.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union each pay period at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

**SECTION 4.2: FAIR SHARE**

Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

**SECTION 4.3: APPEAL PROCEDURE**

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

**SECTION 4.4: HOLD HARMLESS**

The Union shall indemnify and hold harmless the Village against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any such provisions, provided that the Village does not initiate or prosecute the action. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

**ARTICLE V**  
**HOURS OF WORK AND OVERTIME**

**SECTION 5.1:       WORKDAY AND WORKWEEK**

A.     The workday is eight (8) hours, and the workweek is forty (40) hours.

B.     The normal hours/workdays for bargaining unit employees shall be 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour un-paid lunch, exclusive of drive/wash up time, Monday through Friday. Employees shall be required to report, ready for work, to the workplace at the beginning of each shift. Summer hours shall normally begin the Tuesday following Memorial Day and shall continue through Labor Day. Summer hours shall be 6:00 a.m. to 2:30 p.m., with one-half (1/2) hour un-paid lunch, exclusive of drive/wash up time, Monday through Friday, but the Director of Public Works shall have discretion to transition into and out of the ultimate 6:00 a.m. to 2:30 p.m. shift. Additionally, where the Director of Public Works determines that requirements of the job dictate that employees work through their lunch period, employees may be allowed to: (1) combine their lunch period with their afternoon break, or (2) leave work thirty (30) minutes early, or (3) be compensated at the appropriate rate of overtime should an employee not leave work early. To satisfy special work needs, the employer may temporarily alter the scheduled hours of work for a short duration, provided that where practicable, the employer shall provide to the employees forty-eight (48) hours advance notice of changes in the hours of work for the affected employee(s).

C.     Employees will be provided with one (1) fifteen (15) minute paid work break in the morning and one (1) fifteen (15) minute paid work break in the afternoon. Employees are allowed a 5 minute clean up period before the end of the workday. If employees work more than

four hours of overtime, they will be entitled to one (1) fifteen (15) minute paid break following every four hours worked.

**SECTION 5.2: OVERTIME COMPENSATION**

The compensation paid employees for overtime work shall be as follows:

A. Except as set forth elsewhere in this agreement, a bargaining unit employee shall be paid at one and one-half times the employee's regular hourly rate of pay when required to work in excess of 40 hours per week. Overtime shall be assigned as needed by the Director of Public Works or his/her designee. All overtime must be authorized in advance by the Village. Overtime will be rounded up to the nearest 1/4 hour.

B. Except for "on-call" time, compensated time not actually worked shall be counted as "time worked" for purposes of computing overtime compensation. That is, "unworked" hours for which the employee receives compensation shall still be counted for purposes of calculating overtime. There shall be no pyramiding of overtime.

C. A bargaining unit employee shall be paid at one and one-half (1½) times his/her regular hourly rate of pay for all hours worked on the actual day of the holidays.

**SECTION 5.3: OVERTIME DISTRIBUTION**

The Employer agrees, to the extent practical, to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. The Employer otherwise will offer voluntary overtime opportunities to employees on the basis of seniority. If an insufficient number of volunteers so respond, the Employer shall assign the remaining

overtime on the basis of inverse seniority. Requests for volunteers and overtime assignments will be made on a rotating basis. However, the Employer retains the authority to select specific employees for overtime assignments based upon specific skills, ability and experience needed for the completion of a particular assignment. The parties recognize that they have an obligation to the community to provide services and that this obligation may require the working of overtime and the employer shall have the right to require overtime work when necessary at any time and employees shall not refuse overtime assignments unless a bona fide reason exists. The employment of part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work non-bargaining unit Employer personnel on said overtime without violating the Agreement. Overtime work assignments are normally limited to bargaining unit employees. Non-bargaining unit Village employees may continue to assist in work, as long as the presence of non-bargaining unit Village employees does not deprive any bargaining unit members of any overtime opportunities. Management may respond to work assignments when public safety is at issue, with the understanding that the manager will call the bargaining unit member who is on call if the manager needs additional help in responding to the safety-related work assignment.

**SECTION 5.4: CALLBACK**

A callback is defined as an official assignment of non-scheduled work which does not continuously precede or follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay for all hours worked on call-out

with a guaranteed minimum of two (2) hours at the appropriate overtime rate for each such callback. Employees shall be given a reasonable amount of time to respond to the Village facility, but shall make every effort to respond within one hour, weather and traffic conditions dependent. An employee shall not be eligible for callback pay once that employee has arrived at work in the morning. Once an employee has arrived at work, the employee shall be compensated for actual time worked if circumstances arise that require the shift to begin early. It is expressly understood that there will be no busy work following the completion of the callback assignment in order to fill the remaining hours; provided, however, that the Employer retains the right to assign other legitimate work assignment arising during the course of the callback assignment. If the on-call employee is notified of an after-hours problem (e.g. CenCom call or SCADA alarm) and the employee can address the problem without having to respond as an official work assignment (callback assignment), the employee will be compensated in ¼ hour increments for the actual time spent addressing the reason for the call.

#### **SECTION 5.5: ON CALL**

Employees shall be required to be available to respond to phone calls, incidents and emergencies on a one week rotating basis as the person on call. As compensation for being the person on call, employees shall be compensated for one hour at the employee's hourly rate for each day they are assigned to be on-call. Employees scheduled to be on-call are permitted to switch with another qualified employee, provided the originally scheduled employee is able to find a suitable, willing replacement and provide prior notice to, and obtain prior approval from the Director of Public Works. Employees who are called but fail to respond to any call-outs



during a period in which they are the person on call shall not receive on call pay under this section for the entire period involved.

**SECTION 5.6: COMPENSATORY TIME**

In lieu of paid overtime, employees may opt to earn compensatory time off at a rate of 1½ hours for each hour worked. Compensatory time shall be granted in the minimum of fifteen (15) minute blocks. Employees may accumulate up to sixty (60) hours of compensatory time in lieu of overtime at any given time. Compensatory time cannot be scheduled before it is earned. Compensatory time may be cashed in upon separation from employment by the employee.

**SECTION 5.7: OVERTIME FOR SPECIAL EVENTS.**

“Special events” shall include Hometown Fest, National Night Out, Holiday Tree Lighting, Arbor Day, and SWALCO electronics collection events. There shall be no schedule adjustments for special events; that is, regular work time hours and days apply like always, unless an employee agrees to flex time as provided for in the Village of Round Lake Employee Policy and Procedure Manual. An employee shall be paid, at his or her option, overtime at the appropriate rate or compensatory time for working special events outside of regular work hours and days.

**SECTION 5.8: MANDATORY REST PERIOD**

Unless there is an emergency declared by the Mayor or Governor of the State of Illinois, employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period off site.

**ARTICLE VI**  
**SENIORITY**

**SECTION 6.1: SENIORITY DEFINED**

An employee's seniority shall be the period of the employee's most recent continuous regular full time employment within Department of Public Works for the Employer. Seniority is not transferable into the bargaining unit from previously held non-bargaining unit positions. When two employees have the same seniority date, alphabetical placement of the employees' last names shall determine their seniority for the purposes of this Agreement.

**SECTION 6.2: BREAKS IN CONTINUOUS SERVICE**

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence, absence in excess of 12 months for any reason and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

**SECTION 6.3: SENIORITY LIST**

The Employer shall maintain a seniority list which shall be furnished to the Union upon request.

**SECTION 6.4: PROBATIONARY EMPLOYEES**

An employee is probationary for the first six (6) months of employment. Employees who are promoted within the bargaining unit shall be required to serve an additional probationary period of 90 days.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. No grievance shall be presented or entertained in connection with a suspension, layoff, or termination of a probationary employee.

**ARTICLE VII**  
**LAYOFF AND RECALL**

**SECTION 7.1: DEFINITION AND NOTICE**

In the event it becomes necessary to lay off employees, the Employer shall give the Union at least sixty (60) days' notice of any layoffs. The Village agrees to discuss with the union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

**SECTION 7.2: GENERAL PROCEDURES**

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V.

**SECTION 7.3: RECALL OF LAID-OFF EMPLOYEES**

The names of laid-off employees shall be placed on a recall list for 18 months. Employees shall be recalled in seniority order. An employee subject to recall must be fully qualified to perform the work to which they will be recalled. The Employer shall notify the employee via certified mail to the employee's last known address with a copy to the Union that he/she is being recalled. If the employee fails to respond within fourteen (14) days from the date of receipt, the employee is deemed to have waived any entitlement to reemployment.

**ARTICLE VIII**  
**DISCIPLINARY PROCEDURES**

**SECTION 8.1: EMPLOYEE DISCIPLINE**

The Employer agrees with the tenets of progressive and corrective discipline and that for non-probationary employees it shall be imposed only for just cause. Discipline may include the following steps, which are not exhaustive:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

However, the Employer shall retain the right to invoke discipline which it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Employer may invoke either a suspension or discharge without oral warning or written reprimand should the seriousness of the offense warrant suspension or discharge without oral warning or written warning.

Prior to actual imposition of a suspension without pay, the employee will be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Director of Public Works. In the case of termination, the employee will be given the opportunity to discuss the matter with the Village Administrator. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall

be informed clearly and concisely of the basis for such action.

Oral reprimands shall not be used as basis for progressive discipline if there has been no reoccurrence of the type or kind of conduct giving rise to the disciplinary action notice after a period eighteen months. Documented oral reprimands shall be removed from the employees file after two years. All disciplinary action (including verbal warnings if documented) shall be signed by the employee as having been received by the employee, not that it is agreed to, with a copy given to the employee prior to placement in the personnel file.

**SECTION 8.2: RIGHT TO REPRESENTATION**

An employee shall have the right to Union representation at an investigatory interview, if the employee requests such representation and if the employee has reasonable grounds to believe that the interview may lead to disciplinary action of the employee being interviewed.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

**SECTION 9.1: GRIEVANCE DEFINED**

A grievance is defined as any written claim raised by the employee or the Union against the Village involving an alleged violation of an express provision of this Agreement.

**SECTION 9.2: PROCESSING OF GRIEVANCE**

Except for Step 1 and 2, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each

and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

**SECTION 9.3: GRIEVANCE STEPS**

**STEP ONE: DIRECTOR OF PUBLIC WORKS**

The Union or employee shall submit a written grievance to the Director of Public Works within seven (7) calendar days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Director or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Director shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the grievance. If the Director does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the grievance may advance.

**STEP TWO: VILLAGE ADMINISTRATOR**

If the grievance is not settled in Step ONE and the employee or the union desires to appeal the grievance to Step Two, it shall be referred in writing to the to the Village Administrator within fourteen (14) calendar days of the response in step one or when such response was due. The Village Administrator or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Village Administrator shall submit a written response within fourteen (14) calendar days of the conference. If the conference is not scheduled, the Village Administrator shall respond to the

grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Village Administrator does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the Union may move the grievance to step three.

### **STEP THREE: ARBITRATION**

If the grievance remains unsettled after the response in step two, the Union may refer the grievance to arbitration within fourteen (14) calendar days of the Step Two response. The parties should attempt to select an arbitrator on their own. In the event the parties cannot agree on an arbitrator, the Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators to the parties. The parties shall alternately strike the names of arbitrators. A coin toss shall determine who must first strike a name from the list. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except

where specifically limited by this Article. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

Issue(s) presented to the arbitrator shall be limited to those issue(s) presented at Step Two unless otherwise agreed by the parties.

The arbitrator shall render his/her decision in writing to the parties within a reasonable time following the close of the arbitration hearing or the submission date of briefs, whichever is later. The arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The arbitrator's decision shall be final and binding on the Employer, employee, and Union, shall be within the scope and terms of this Agreement, and shall not change any of the terms of this Agreement.



**SECTION 9.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union, a copy of which is attached hereto as Appendix C. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative.

**SECTION 9.5: SETTLEMENTS AND TIME LIMITS**

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal.

**SECTION 9.6: UNION STEWARDS**

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to identify the Stewards.

**ARTICLE X**  
**LEAVES**

**SECTION 10.1: HOLIDAYS**

Holidays are:

New Year's Day (January 1)

President's Day

Memorial Day

Independence Day (July 4)

Labor Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas (December 24)

Christmas Day (December 25)

New Year's Eve Day (December 31) (1/2 Day Only)

One floating holiday

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. All employees shall receive eight (8) hours pay for each holiday, except for New Year's Eve; the employee will receive four hours pay. Employees who work on a holiday shall, in addition to holiday pay, be compensated at one and one-half (1½) times their regular rate of pay for all time actually worked on such holiday.

**SECTION 10.2: HOLIDAYS FALLING ON WEEKENDS**

When a holiday falls on a Saturday it shall be observed on the preceding Friday. When a holiday falls on a Sunday it shall be observed on the following Monday.

**SECTION 10.3: VACATION LEAVE**

Unless specified otherwise, regular full-time employees in the Village service completing a probationary period shall be allowed vacation leave according to the following schedule:

| <u>Completed Years of Service</u>        | <u>Accrual by Pay Period</u>                     |
|--|--|
| Date of employment but less than-5 years | 96 hours per year or 3.692 hours per pay period  |
| 5 years but less than 10 years           | 144 hours per year or 5.538 hours per pay period |

10 years but less than 20 192 hours per year or 7.385 hours per pay period

20 years and over 240 hours per year or 9.231 hours per pay period

Employees shall be allowed to carry over up to 240 hours of earned, accumulated vacation time from year to year. Vacation leave must be taken in minimum increments of one hour with Department Head approval, such approval not to be unreasonably denied. The Department Head shall review vacation leave requests within 24 hours of their submission. Vacations requests shall be approved based on the order in which they are received.

Employees shall be eligible for accrued vacation upon termination. Upon the death of a Village employee, the named beneficiary or estate of the deceased employee shall be entitled to receive such sum for any accrued vacation period to which the employee was entitled at the time of death.

**SECTION 10.4: SICK LEAVE**

Bargaining unit employees shall earn sick leave with full pay at a rate of one (1) workday for each calendar month of service consistent with the Village of Round Lake Employee Policy and Procedure Manual.

An employee may be eligible for sick leave for the following reasons:

- A. Personal illness or physical incapacity;
- B. Quarantine of an employee by a physician;
- C. Illness or injury of immediate family (including step relations) of employee (immediate family is defined as spouse, parent, child, brother, sister, mother-in-law or father-in-law);

- D. Maternity as directed by a physician;
- E. Any purpose allowed under FMLA or
- F. Medical or dental appointments.

Sick leave may be accumulated up to a maximum of 240 days (1920 hours). Sick leave may never be taken in advance of earning the time. An employee, unable to report for work because of the above reasons, shall notify his/her supervisor or department head prior to the time they are expected to report for work. Sick leave with pay in excess of three (3) consecutive working days or shifts shall be allowed only after presenting a written statement from a physician certifying that the employee's condition prevented the employee from reporting to work if so requested by the Employer.

**SECTION 10.5: SICK LEAVE BANK**

In the event a bargaining unit employee experiences a serious medical issue requiring an extended leave of absence, the Village agrees to discuss options with the Union to allow bargaining unit employees to donate their own unused, accumulated sick leave for use by the bargaining unit employee who has fallen ill.

**SECTION 10.6: JURY DUTY LEAVE**

A full-time employee shall be granted leave with pay when required to be absent from work for jury duty. If an employee elects to take paid jury duty leave, any jury fee shall be turned over to the village. The employee shall provide documentation of all jury duty compensation.

When an employee is notified for jury duty, the employee is to provide notification to his/her supervisor or department head the following business day after receiving such

notification. When serving on a jury, the employee must make regular contact with his/her supervisor or department head. An employee who must attend court on a non-work related matter must take vacation days or compensatory time to cover the time off from work. If the employee has used his/her allotted vacation or personal days or comp time the employee will be granted leave without pay.

**SECTION 10.7: MILITARY LEAVE**

Employees shall be eligible for military leave in accordance with applicable state and Federal law.

**SECTION 10.8: FUNERAL LEAVE**

Employees may take up to three (3) working days with pay in the event of the death of an immediate family member, which shall be defined as an employee's spouse, Civil Partner, child, parent, brother, sister, mother-in-law or father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. If the employee receives notification of the death while at work, he/she may also be allowed the balance of that workday off with pay.

If any portion of the approved leave falls on a day(s) the employee is not scheduled to work, the employee will receive compensation only for those days normally worked. Vacations will be rescheduled as a result of a death of an immediate family member, occurring during vacation. Should an employee need additional time off due to a death of a family member, he shall be permitted to use vacation, personal or compensatory time as permitted by the Department of Public Works, such approval not to be unreasonably denied.

**ARTICLE XI**  
**LABOR MANAGEMENT CONFERENCES**

**SECTION 11.1: LABOR-MANAGEMENT CONFERENCES**

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

**SECTION 11.2: PURPOSE**

Such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

**SECTION 11.3: UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their health and safety are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisors, who shall make a prompt in-the-field determination as to the continuation of the assignment. Ongoing concerns should be addressed at the first available labor management conference.

**ARTICLE XII**  
**MISCELLANEOUS PROVISIONS**

**SECTION 12.1: GENDER**

Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

**SECTION 12.2: UNIFORMS**

The Village will provide the following uniform items:

- (a) Safety Goggles
- (b) Work Gloves
- (c) Safety Vests
- (d) Hard Hats
- (e) Ear Protection
- (f) Bibs
- (g) Rain Gear
- (h) Insulated Steel Toe Boots
- (i) One (1) Zip Up Heavy Winter Jacket meeting ANSI 3 Reflective Criteria with removable liner.

The items in (a) through (i) above are furnished upon initial hire and only replaced if damaged, or worn out as determined by the Director of Public Works. The above items shall remain the property of the Village and are only to be used in accordance with the rules of the Public Works Department. Upon separation, the items in (a) thru (i) above shall be returned or purchased by

the employee. It should be noted that three (3) pairs of chaps will be maintained by the employer for use by all employees.

During each fiscal year, the Village will purchase the following items for each employee:

- (a) Two (2) fluorescent yellow T-Shirts with reflective (ANSI 2) material with Round Lake Public Works (RLPW) lettering
- (b) Three (3) shirts consisting of short and/or long sleeve T-Shirts or button down long sleeve shirts with RLPW lettering
- (c) Two (2) sweatshirts per year, one of which could be the thermal-lined hooded type with RLPW lettering
- (d) One (1) summer ball cap and one (1) winter knit hat, dark blue in color with RLPW lettering

During each fiscal year, the Village will reimburse employees for the purchase of the following items:

- (a) Five (5) pairs of pants up to \$25.00 for each pair of denim blue jeans or other durable dark blue pants. New employee reimbursement will be prorated based on their start date.
- (b) One (1) pair of work boots up to a maximum of \$125.00, or at an amount equal to the amount provided for in the Village of Round Lake Employee Policy and Procedure Manual, but in no event less than \$125.00



The Employer shall also provide employees up to \$200 or the actual cost, whichever is less, every other year for prescription safety glasses. With approval from the Director of Public Works, employees will be permitted to wear shorts to work

**SECTION 12.3: LICENSE/CERTIFICATION REIMBURSEMENT**

The employer shall reimburse all employees required to possess any of the following licenses or certifications: CDL, Pesticide, and Water Operator for the cost of the obtaining or renewing any and all job-related licenses, certifications and endorsements.

**SECTION 12.4: TRAINING**

The employer and employees recognize the importance and benefit of a technically competent workforce. Further, both the Village and the Union realize that funding limitations and work needs constrain the amount of training available. Therefore, an annual training plan will be completed for each employee. The Village agrees to compensate all bargaining unit employees at the appropriate straight time for time while at training. Transportation time will be compensated in accordance with Federal and State law. This includes training or schooling the bargaining unit employees attends during or after normal work hours or on the weekend. When a bargaining unit employee is required to use his or her own vehicle to attend job-related training or schooling, the Village agrees to reimburse the bargaining unit employees for roundtrip mileage at the then-current rate established by the Internal Revenue Service. In the event an employee is required to stay overnight to attend training or schooling, the Village will pay the costs of lodging and meals for the overnight stay. Meals will be reimbursed in accordance with the Village of Round Lake Employee Policy and Procedure Manual but in no case less than the

rate of up to \$25.00 per day for actual expenses and a receipt is required. Lodging expenses require prior approval from the Director of Public Works.

**SECTION 12.5: DRUG AND ALCOHOL TESTING**

The Village's Drug and Alcohol policy is in effect throughout the duration of this agreement.

**ARTICLE XIII**  
**SUBCONTRACTING**

No bargaining unit employees shall be laid off or experience a reduction in the number of hours worked as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement.

**ARTICLE XIV**  
**NON-DISCRIMINATION**

**SECTION 14.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Employer and the Union agree not to discriminate against any employee on the basis of union activity, race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other basis as established by Federal or State law. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

**ARTICLE XV**  
**NO STRIKE/NO LOCKOUT**

**SECTION 15.1: NO STRIKE**

During the term of this Agreement, the Union shall not call a strike.

**SECTION 15.2: NO LOCKOUT**

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

**ARTICLE XVI**  
**FILLING OF VACANCIES**

**SECTION 16.1: POSTING**

Whenever the Employer determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on the union bulletin board for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

**SECTION 16.2: FILLING OF VACANCIES**

The Village shall post all vacancies and all bargaining unit employees shall be entitled to submit a bid for all posted vacancies ten (10) days of the posting. The Village must consider all internal applicants before making a final decision.

**ARTICLE XVII**  
**WAGES RATES**

**SECTION 17.1: WAGES RATES**

The annual base wage rate for bargaining unit personnel shall be as set forth in the wage schedule attached hereto and incorporated herein as Appendix A. The attached wage schedule will apply, in terms of years of service, to employees employed on the date this agreement is executed as set forth in Appendix B. After the initial slotting as set forth in Appendix B, employees will move from one step to the next, on their anniversary date of hire based upon the

employee's most recent date of beginning continuous full-time employment in a bargaining unit position. Step increases shall be contained in the employee's paycheck received during the pay period following the employee's anniversary or promotion date.

For the duration of the Agreement, base salaries shall be adjusted by:

Effective May 1, 2013, base wage rates shall be increased by 2.0%.

Effective May 1, 2014, base wage rates shall be increased by 2.2%.

Effective May 1, 2015, base wage rates shall be increased by 2.5%.

Effective May 1, 2016, base wage rates shall be increased by 2.75%.

The Village, at its sole discretion, may determine the step for newly hired employees within the established pay plan. If in the exercise of that discretion the Village determines that a newly hired employee shall be compensated at a rate higher than the beginning step, it may do so.

#### **ARTICLE XVIII** **INSURANCE**

The Village shall continue to make available to bargaining unit employees the same insurance coverage and benefits, on the same terms, as are offered to other Village employees.

#### **ARTICLE XIX** **SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force

and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

**ARTICLE XX**  
**TERMINATION**

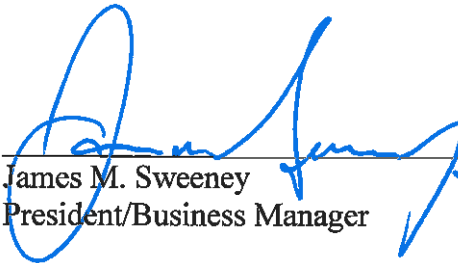
This Agreement shall be May 1, 2013 and shall remain in full force and effect until the 30th day of April 2017. The wage increases set forth in Section 17.1 shall be retroactive to May 1, 2013, inclusive of any and all adjustments to premium pay (i.e. overtime, holiday, etc.) necessary as a result of the retroactive wage increases. Benefits set forth in section 5.4 and section 5.5 (on-call and call-back) shall be retroactive to August 12, 2013.


This Agreement shall automatically be renewed from and after April 30, 2017 for successive terms of one year each unless either party shall notify the other in writing not less than sixty (60) days prior to April 30, 2017 or any successive end of term date that it desires to terminate this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the end of the term date or on such other date as agreed to by the parties. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is given by either party.


IN WITNESS WHEREOF, the parties have executed this Agreement this 16<sup>th</sup> day of September, 2013 in the Village of Round Lake, ILLINOIS.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150,

VILLAGE OF ROUND LAKE

  
James M. Sweeney  
President/Business Manager

  
Daniel A. MacGillis,  
Village President

  
Bryan P. Diemer  
Attorney

**APPENDIX A**  
**WAGE RATES**

**Current Pay Steps Prior to May 1, 2013**

| Position         | STEP A   | STEP B   | STEP C   | STEP D   | STEP E   | STEP F   | STEP G   | STEP H   | STEP I   | STEP J   | STEP K   | STEP L |
|------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--------|
| Maint. Worker II | \$38,523 | \$39,871 | \$41,267 | \$42,711 | \$44,206 | \$45,753 | \$47,355 | \$49,012 | \$50,727 | \$52,503 | \$54,340 | -      |
| Crew Leader      | \$40,065 | \$41,467 | \$42,919 | \$44,421 | \$45,976 | \$47,585 | \$49,250 | \$50,974 | \$52,758 | \$54,604 | \$56,516 | -      |

**Annual Pay Steps Effective May 1, 2013**

**Base Wage Rate Increase of 2.0%**

| Position         | STEP A   | STEP B   | STEP C   | STEP D   | STEP E   | STEP F   | STEP G   | STEP H   | STEP I   | STEP J   | STEP K   | STEP L   |
|------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Maint. Worker II | \$39,293 | \$40,669 | \$42,092 | \$43,565 | \$45,090 | \$46,668 | \$48,302 | \$49,992 | \$51,742 | \$53,553 | \$55,427 | \$57,367 |
| Crew Leader      | \$40,866 | \$42,297 | \$43,777 | \$45,309 | \$46,895 | \$48,536 | \$50,235 | \$51,993 | \$53,813 | \$55,697 | \$57,646 | \$59,664 |

**Annual Pay Steps Effective May 1, 2014**

**Base Wage Rate Increase of 2.2%**

| Position         | STEP A   | STEP B   | STEP C   | STEP D   | STEP E   | STEP F   | STEP G   | STEP H   | STEP I   | STEP J   | STEP K   | STEP L   |
|------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Maint. Worker II | \$40,158 | \$41,563 | \$43,018 | \$44,524 | \$46,082 | \$47,695 | \$49,364 | \$51,092 | \$52,880 | \$54,731 | \$56,647 | \$58,629 |
| Crew Leader      | \$41,765 | \$43,227 | \$44,740 | \$46,306 | \$47,927 | \$49,604 | \$51,340 | \$53,137 | \$54,997 | \$56,922 | \$58,914 | \$60,977 |

**Annual Pay Steps Effective May 1, 2015**

**Base Wage Rate Increase of 2.5%**

| Position         | STEP A   | STEP B   | STEP C   | STEP D   | STEP E   | STEP F   | STEP G   | STEP H   | STEP I   | STEP J   | STEP K   | STEP L   |
|------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Maint. Worker II | \$41,162 | \$42,603 | \$44,094 | \$45,637 | \$47,234 | \$48,887 | \$50,598 | \$52,369 | \$54,202 | \$56,099 | \$58,063 | \$60,095 |
| Crew Leader      | \$42,809 | \$44,308 | \$45,859 | \$47,464 | \$49,125 | \$50,844 | \$52,624 | \$54,466 | \$56,372 | \$58,345 | \$60,387 | \$62,501 |

**Annual Pay Steps Effective May 1, 2016**

**Base Wage Rate Increase of 2.75%**

| Position         | STEP A   | STEP B   | STEP C   | STEP D   | STEP E   | STEP F   | STEP G   | STEP H   | STEP I   | STEP J   | STEP K   | STEP L   |
|------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Maint. Worker II | \$42,294 | \$43,774 | \$45,306 | \$46,892 | \$48,533 | \$50,232 | \$51,990 | \$53,810 | \$55,693 | \$57,642 | \$59,660 | \$61,747 |
| Crew Leader      | \$43,987 | \$45,526 | \$47,120 | \$48,769 | \$50,476 | \$52,242 | \$54,071 | \$55,963 | \$57,922 | \$59,949 | \$62,048 | \$64,220 |

**APPENDIX B**  
**EMPLOYEE SLOT-IN**

| <b>Name</b> | <b><u>Prior to May 1, 2013</u></b> |               | <b><u>Effective May 1, 2013</u></b> |               |
|-------------|------------------------------------|---------------|-------------------------------------|---------------|
|             | <b>STEP</b>                        | <b>ANNUAL</b> | <b>STEP</b>                         | <b>ANNUAL</b> |
| Simonsen    | A                                  | \$38,523      | A                                   | \$39,293      |
| Miller      | A                                  | \$38,523      | A                                   | \$39,293      |
| Amann       | B                                  | \$39,871      | D                                   | \$43,565      |
| Harrison    | C                                  | \$41,267      | E                                   | \$45,090      |
| Poulsen     | F                                  | \$45,753      | H                                   | \$49,992      |
| Ross        | K                                  | \$54,340      | K                                   | \$55,427      |
| Molidor     | K                                  | \$54,340      | K                                   | \$55,427      |
| Kilarski    | J                                  | \$54,604      | K                                   | \$57,646      |



**APPENDIX C  
GRIEVANCE FORM**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M  
AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7188  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3982

**GRIEVANCE**

Use additional sheets if necessary)

Grievant's Name: \_\_\_\_\_ Date Filed: \_\_\_\_\_

**STEP ONE**

Date of Incident or Date Grievant knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) & Section(s) of Contract Violated: Including, but not limited to, \_\_\_\_\_

Brief Statement of Facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_ any and all other appropriate remedies.

Given To: \_\_\_\_\_ Time and Date: \_\_\_\_\_

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_

Employer's Representative Signature

Positions

Response Recipient

Date

**STEP TWO**

Given To: \_\_\_\_\_ Date and Time: \_\_\_\_\_

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_

Employer Representative Signature

Position

Response Recipient

Date

**STEP THREE**

Reason for Advancing Grievance:

---

Given To:

Date and Time:

|                      |                            |
|----------------------|----------------------------|
|                      |                            |
| Grievant's Signature | Representative's Signature |

**EMPLOYER'S STEP THREE RESPONSE**

Employer Representative Signature

Position

Response Recipient

Date

**STEP FOUR**

Reasons for Advancing Grievance:

---

Given To:

Date and Time:

|                      |                            |
|----------------------|----------------------------|
|                      |                            |
| Grievant's Signature | Representative's Signature |

**EMPLOYER'S STEP FOUR RESPONSE**

Employer Representative Signature

Position

Response Recipient

Date